

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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KAL Wine Source SAS,

Plaintiff,

v.

Sherry-Lehmann, Inc.,

Defendant.  
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: COMPLAINT  
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Plaintiff, KAL Wine Source SAS, as and for its complaint against defendant, Sherry-Lehmann, Inc., by and through its undersigned attorneys, alleges as follows:

1. Plaintiff, KAL Wine Source SAS (“KAL”), brings this action against defendant, Sherry-Lehmann, Inc. (“Sherry-Lehmann”), to recover over \$250,000 in damages caused by Sherry-Lehmann’s failure to deliver wine that KAL paid for months ago.

Parties, Jurisdiction, and Venue

2. KAL is a company organized under French law as a “Société par actions simplifiée,” or “SAS.” Its principal place of business is in Bordeaux, France.

3. Sherry-Lehmann is a New York corporation having its principal of business on Park Avenue, New York, New York.

4. This court has subject matter jurisdiction over this case pursuant to 28 U.S.C. §1332 because (a) Plaintiff is a citizen of France, (b) Sherry-Lehmann is a citizen of New York, and (c) the amount in controversy exclusive of interest and costs exceeds \$75,000.

5. Venue in this district is proper pursuant to 28 U.S.C. §1391 because (a) the defendant resides in this district and/or (b) a substantial part of the events or omissions giving rise to the claim occurred in this district.

First Claim for Relief  
(Breach of Contract)

6. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 5 above as if set forth verbatim.

7. In August 2022, KAL placed with Sherry-Lehmann, and Sherry-Lehmann accepted, several orders (the “Orders”) for cases and bottles of high-end wines (the “Purchased Wine”), with purchase prices aggregating over \$300,000, which Sherry-Lehmann denominated as follows:

Order No. 7684097 - \$53,400  
Order No. 7684099 - \$201,000  
Order No. 7685697 - \$52,800

8. Sherry-Lehmann discounted the purchase price for these Orders by issuing corresponding credit memos in the aggregate amount of \$55,296, which it denominated as follows:

Credit Memo 7684111 - \$45,792  
Credit Memo 7685743 - \$9,504

9. Accordingly, pursuant to the Orders and corresponding credit memos, KAL promised to pay Sherry-Lehmann the net purchase price of \$251,904, and Sherry-Lehmann promised to deliver the Purchased Wine by no later than November 15, 2022.

10. During or about August 2022, KAL paid Sherry-Lehmann the full discounted purchase price, in the amount of \$251,904.

11. Sherry-Lehmann failed to deliver the Purchased Wine by November 15, 2022 and that failure has continued to date despite repeated demands.

12. Sherry-Lehmann has admitted that it does not possess the Purchased Wine and is not in a position to deliver it despite having contracted to do so by no later than November 15, 2022.

13. Sherry-Lehmann then promised to refund KAL's payment, but has failed to do that as well.

14. Sherry-Lehmann has breached its contract with the Plaintiff, and should be adjudged liable to Plaintiff for the resulting damages in the amount of \$251,904, together with interest and costs.

Second Claim for Relief  
(Unjust Enrichment)

15. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 14 above as if set forth verbatim.

16. Sherry-Lehmann has been enriched by KAL's payment to it of \$251,904.

17. Sherry-Lehmann's enrichment was at KAL's expense insofar as KAL did not receive the Purchased Wine for which Sherry-Lehmann received the payment.

18. It is against equity and good conscience to permit Sherry-Lehmann to retain the funds paid by KAL.

WHEREFORE Plaintiff demands judgment in its favor, and against Defendant adjudging Defendant liable to Plaintiff in the amount of \$251,904, together with interest and costs, together with such other and further relief as the Court deems proper.

Dated: New York, New York  
May 2, 2023

TRACHTENBERG & ARENA, LLP  
Attorneys for Plaintiff

By: 

David G. Trachtenberg (0675)  
dtrachtenberg@talaw.law  
420 Lexington Avenue, Ste 2818  
New York, New York 10170  
(212) 972-1375